

**EXHIBIT F**

**Stipulation -  
36th Street Capital Partners LLC**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

	X	
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<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>PHOENIX SERVICES TOPCO, LLC, <i>et al.</i>,</b>	:	<b>Case No. 22-10906 (MFW)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
	:	
	X	

**STIPULATION BETWEEN  
THE DEBTORS AND 36TH STREET CAPITAL PARTNERS, LLC**

This stipulation (the “**Stipulation**”) is entered into by and between the Debtors (as defined below), Nucor-Yamato Steel Company (“**Nucor**”), and 36th Street Capital Partners, LLC (“**36th Street Capital**” and together the Debtors and Nucor, the “**Parties**”), based on the following facts:

**WHEREAS**, on September 27, 2022 (the “**Petition Date**”), Phoenix Services Topco, LLC, and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”);

**WHEREAS**, prior to the Petition Date, the Debtors and Liberty Commercial Finance LLC (“**Liberty**”) entered into that certain Master Equipment Lease Agreement #32113 dated June 23, 2020 (the “**MLA**”);

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Phoenix Services Topco, LLC (4517); Phoenix Services Parent, LLC (8023); Phoenix Services Holdings Corp. (1330); Phoenix Services International LLC (6493); Metal Services LLC (8793); Terracentric Materials LLC (0673); Cool Springs LLC (8687); Metal Services Investment LLC (2924); and Phoenix Receivables, LLC (not applicable). The Debtors’ mailing address is 4 Radnor Corporate Center, Suite 520, 100 Matsonford Road, Radnor, Pennsylvania 19087.

**WHEREAS**, on February 14, 2022, the Debtors and Liberty entered into that certain Equipment Schedule No. 19 in connection with the MLA (the “**Schedule**”);

**WHEREAS**, on July 1 2022, Liberty and 36th Street Capital entered into that certain Notice and Acknowledgement of Assignment of the Agreement;

**WHEREAS**, 36th Street Capital has scheduled claims against Metal Services LLC in the amount of \$5,003,066 and two undetermined claims (the “**Scheduled Claims**”);

**WHEREAS**, 36th Street Capital has filed proofs of claims numbers 366 and 369 in the Debtors’ chapter 11 cases (the “**Filed Claims**”);

**WHEREAS**, contemporaneously herewith, the Debtors and Nucor are entering into a separate settlement agreement;

**WHEREAS**, the Parties have determined that a stipulated resolution is in their mutual best interests and have agreed to enter into this Stipulation.

**NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by the Parties, subject to the Court’s approval, as follows:

1. Within one business day following entry of an order approving this Stipulation, Nucor shall make a lump sum payment of \$177,504.43 to 36th Street Capital (the “**Payment**”).
2. Upon entry of an order approving this Stipulation and receipt by 36th Street Capital of the Payment, (a) ownership and any and all interests of 36th Street Capital and the Debtors in the Mettler Toledo Model 756370 16 PD S 4R 5D Powercell PDX Heavy Duty Steel Deck Truck Scale (Car No. 9203 and Asset No. ST0050) (the “**Truck Scale**”) as listed in the Schedule, shall be transferred to Nucor; (b) the Schedule shall be amended to remove the Truck Scale; and (c) the Debtors’ monthly payments to 36th Street Capital will be reduced to reflect the Payment and transfer of the Truck Scale.

3. Upon receipt by 36th Street Capital of the Payment and the transfer of ownership and any and all interests in the Truck Scale to Nucor, 36th Street Capital agrees to release any and all of their claims, interests and obligations against the Debtors as they relate to the Truck Scale, including that portion of the Scheduled Claims and the Filed Claim based on the Truck Scale.

4. Upon receipt by 36th Street Capital of the Payment, 36th Street Capital shall as soon as reasonably possible amend its Filed Claim to reflect the reduction of the Payment and all other amounts agreed upon by the Parties in connection with this Stipulation.

5. Following entry of an order by the Bankruptcy Court approving this Stipulation, the Debtors and Stretto, Inc., the Debtors' court-approved claims and noticing agent, are authorized to take all steps necessary or appropriate to effectuate the terms of this Stipulation, including updating the official claims register consistent with the terms hereof.

6. It is acknowledged that nothing herein in this Stipulation is deemed an assumption or rejection of the MLA or Schedule.

7. In the event this Stipulation is not approved by the Court, this Stipulation shall be without force and effect and none of its provisions shall be deemed to prejudice or impair any of the rights or remedies of the Parties.

8. This Stipulation constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

9. The undersigned persons represent and warrant that they have full authority to execute this Stipulation on behalf of the respective Parties and that the respective Parties have full knowledge of and have consented to this Stipulation.

10. This Stipulation may be executed in counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11. This Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

12. This Stipulation may not be amended without the express written consent of all Parties hereto.

13. This Stipulation shall be binding upon the Parties hereto and upon all of their affiliates, assigns and successors, including without limitation any bankruptcy trustee that might be appointed in the future.

14. It is acknowledged that each Party has participated in and jointly consented to the drafting of this Stipulation and that any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

15. The Parties reserve all rights, claims, and defenses and nothing in this Stipulation shall be construed as a waiver of any such rights, claims, or defenses.

16. This Court retains exclusive jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, and enforcement of this Stipulation.

Dated: February 27, 2023  
Wilmington, Delaware

*[Remainder of the page is left intentionally blank]*

/s/

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